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Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

Federal Communications Commission
Office of the Secretary

In re Applications of)	MM DOCKET NO. 92-96
JAMES KILLINGER)	File No. BPH-910311MA
CORNICK)	
)	
COPE II BROADCASTING)	File No. BPH-910312MF
PARTNERS)	
)	
For Construction Permit for a)	
New FM Station on Channel)	
278A in Marion, Virginia)	

To: Honorable Joseph Stirmer
Chief Administrative Law Judge

**JOINT REQUEST FOR APPROVAL OF SETTLEMENT AGREEMENT
AND MOTION FOR SUSPENSION OF PROCEDURAL DATES**

JAMES KILLINGER CORNICK ("Cornick") and COPE II BROADCASTING PARTNERS ("Cope II"), by their undersigned attorneys and pursuant to Section 73.3525 of the Commission's Rules, hereby jointly request approval of the attached settlement agreement which contemplates the dismissal of Cope II's application in exchange for the payment of consideration by Cornick. In support of this Joint Request, the following is shown.

1. This proceeding involves two mutually exclusive applications for authority to construct a new FM station on Channel 278A in Marion, Virginia.

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2. Cornick and Cope II have entered into a settlement agreement whereby Cornick has agreed to pay Cope II the sum of \$4,000 for the dismissal of Cope II's application. The settlement agreement between Cornick and Cope II is appended hereto as Attachment 1.

3. The parties also jointly request the suspension of all procedural dates in this proceeding pending approval of the settlement agreement.^{1/}

4. As set forth in the attached Declarations (see Attachments 2 and 3), (i) the applicants have not filed their applications for the purpose of entering into a settlement agreement, (ii) neither Cope II, nor its principals has received any money or other consideration in excess of Cope II's legitimate and prudent expenses and (iii) no consideration has been or will be paid to Cope II either directly or indirectly, except as set forth in the settlement agreement.

5. There are no basic qualifications issues outstanding with respect to Cornick's application.

6. Grant of this Joint Request is in the public interest because it will conserve the time and resources of the Commission

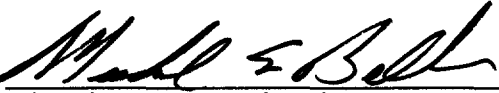
^{1/} The Hearing Designation Order, DA 92-519, released May 5, 1992, established May 26, 1992, as the date for filing a notice of intention to appear on the date fixed for hearing, and other procedural dates for producing documents and filing integration statements. The parties request that the Presiding Judge suspend the deadline for producing documents and filing integration statements and all other procedural dates in this proceeding, pending action on this Joint Request for Approval of Settlement Agreement.

and will serve to expedite the provision of new broadcast service to Marion, Virginia.

FOR THE FOREGOING REASONS, the parties to this proceeding respectfully request that the Presiding Judge approve the settlement agreement attached hereto, dismiss the application of Cope II and grant the application of Cornick to construct a new FM station on Channel 278A in Marion, Virginia.

Respectfully submitted,

JAMES KILLINGER CORNICK

By: 
William H. Crispin
Michael E. Beller

VERNER, LIIPFERT, BERNHARD
McPHERSON AND HAND, CHARTERED
901 - 15th Street, N.W.
Suite 700
Washington, D.C. 20005
(202) 371-6000

COPE II BROADCASTING
PARTNERS

By: 
Grover C. Cooper
Gregory L. Masters

FISHER, WAYLAND, COOPER
AND LEADER
1255 23rd Street, N.W.
Suite 800
Washington, D.C. 20036
(202) 659-3494

May 26, 1992

Attachment 1 to Joint Request

SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made and entered into as of this 22nd day of May, 1992, by and between JAMES KILLINGER CORNICK ("Cornick") and COPE II BROADCASTING PARTNERS ("Cope II")

W I T N E S S E T H

WHEREAS, Cornick and Cope II (collectively the "Applicants") are mutually exclusive applicants before the Federal Communications Commission ("FCC") for authority to construct a new commercial FM radio station on Channel 278A at Marion, Virginia (the "Marion FM Channel"), in MM Docket No. 92-96; and

WHEREAS, the rules and regulations of the FCC provide that only one of the applications can be granted; and

WHEREAS, it is the policy of the FCC to encourage applicants to reach a settlement to expedite new FM radio service to the public; and

WHEREAS, Cope II desires to dismiss its application in exchange for the payment of monetary consideration by Cornick; and

WHEREAS, the implementation of this Agreement will terminate administrative proceedings pending before the FCC to select between the Applicants, thereby conserving the resources of the FCC and of the parties, and expediting the provision of new FM broadcast service to Marion, Virginia; and

WHEREAS, the consummation of this Agreement is subject to the prior approval of the FCC.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the parties agree as follows:

1. The parties hereto shall jointly file with the FCC a petition ("Joint Petition") requesting (a) approval of this Agreement; (b) dismissal of the application filed by Cope II with prejudice; (c) expeditious grant of Cornick's application. The Joint Petition shall include such supporting documentation as is required by Section 73.3525 of the Commission's Rules. The Joint Petition shall be filed no later than May 26, 1992.

2. In consideration for the dismissal of Cope II's application, Cornick shall pay Cope II the sum of Four Thousand Dollars (\$4,000) (the "Settlement Proceeds"), which shall be paid by check made payable to "Fisher, Wayland, Cooper and Leader as agent for Cope II Broadcasting Partners" on the Closing Date, as defined in Paragraph 3 hereof.

3. Cornick shall deliver the settlement payment to Cope II no later than five (5) calendar days after an order issued by the FCC granting Cornick's application and dismissing Cope II's application has become a Final Order (the "Closing Date"). Such order shall be deemed a Final Order when, by lapse of time or otherwise, it is no longer subject to administrative or judicial reconsideration, review, appeal or stay.

4. No later than ten (10) calendar days after the execution of this Agreement, Cornick shall deposit the Settlement proceeds in an interest-bearing account (the "Escrow Account").

The law firm of Verner, Liipfert, Bernhard, McPherson and Hand, Chtd. shall serve as the escrow agent (the "Escrow Agent"). No later than ten (10) days after the execution of this Agreement, the Escrow Agent shall provide evidence satisfactory to Cope II's counsel that the Escrow Account has been established.

5. Subject to the conditions set forth herein, on the Closing Date the Escrow Agent shall disburse the Settlement Proceeds to Cope II; all interest earned on the Settlement Proceeds shall be disbursed to Cornick. In the event that the order granting the Joint Petition has not become a Final Order by November 1, 1992, the Escrow Agent shall return the Settlement Proceeds (together with all interest earned thereon) to Cornick.

6. In the event of any dispute or question concerning the disposition of the Settlement Proceeds, the Escrow Agent may decline to make a disposition until such dispute or question is resolved to its satisfaction. By executing this Agreement, the Escrow Agent agrees to be bound by, and carry out the provisions of this Agreement.

7. Cornick and Cope II hereby agree jointly and severally to indemnify and hold harmless the Escrow Agent against any cause of action arising out of the performance of its duties hereunder.

8. The parties hereto agree that each will perform its obligations hereunder in good faith and with due diligence, and will cooperate with the other party in the implementation of this Agreement; specifically, the parties agree to provide each other

and the FCC with all information which may be required, take all other acts reasonably necessary to effectuate the objectives of this Agreement, and take no actions which would impede or delay FCC approval of this Agreement and the grant of Cornick's application. Furthermore, neither Cope II nor any of its partners shall impede or obstruct Cornick's construction or operation of an FM broadcast station on the Marion FM Channel.

9. Each party hereto represents that the execution, delivery and performance of this Agreement will not violate any provision of law or result in the breach of, or constitute a default under, the provisions of any agreement or other instrument to which such party is bound, or by which it or its property is bound or affected, except such provisions as shall have been waived in writing.

10. Each party shall bear its own expenses incurred in the preparation and implementation of this Agreement.

11. This Agreement embodies the entire agreement of the parties, and no amendment or modification may be made unless in writing and signed by each party to this Agreement.

12. All notices, claims and other communications hereunder shall be in writing and shall be personally delivered, delivered via next day delivery service, or sent by registered or certified mail:

(a) if to Cornick, to:

James K. Cornick
P.O. Box 85
Marion, Virginia 24354

with a copy (which shall not constitute notice)
to:

William H. Crispin, Esq.
Verner, Liipfert, Bernhard,
McPherson and Hand, Chartered
901 Fifteenth Street, N.W.
Suite 700
Washington, D.C. 20005

(b) if to Cope II, to:

Thomas E. Copenhaver
146 Copenhaver Street
Marion, Virginia 24354

with a copy (which shall not constitute notice)
to:

Grover C. Cooper, Esq.
Fisher, Wayland, Cooper and Leader
1255 23rd Street, N.W.
Washington, D.C. 20037

or at such other address as any party may, from time to time,
furnish to the other party by a notice given in accordance with
the provisions of this Paragraph. All notices shall be deemed
given (i) on the date of personal delivery if delivered by hand;
or (ii) on the date of delivery set forth in the records of the
delivery service if sent by next day delivery service; or (iii)
on the delivery date indicated on the return receipt if sent by
registered or certified mail.

14. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their respective heirs, personal representatives, executors, administrators, successors and assigns.

15. This Agreement shall be governed by, and construed in accordance with, the laws of the District of Columbia.

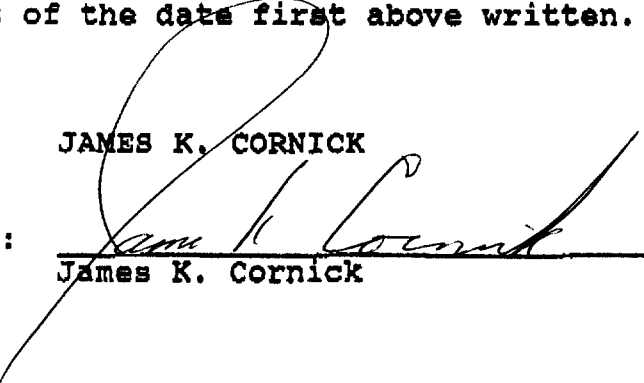
16. This agreement shall become null and void on November 1, 1992, if the FCC order granting Cornick's application and dismissing Cope II's application for the Marion FM Channel has not become a Final Order by that date.

17. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

JAMES K. CORNICK

By:


James K. Cornick

COPE II BROADCASTING PARTNERS

By:

Thomas E. Copenhaver, General Partner

14. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their respective heirs, personal representatives, executors, administrators, successors and assigns.

15. This Agreement shall be governed by, and construed in accordance with, the laws of the District of Columbia.

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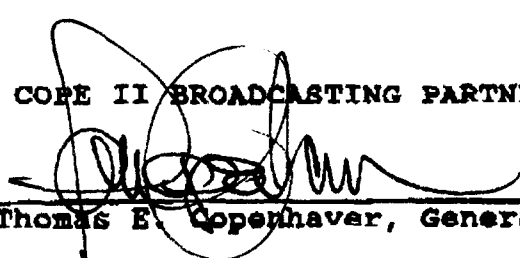
JAMES K. CORNICK

By:

James K. Cornick


COPE II BROADCASTING PARTNERS

By:


Thomas E. Copenhagen, General Partner

UNDERTAKING OF ESCROW AGENT

The law firm of Verner, Liipfert, Bernhard, McPherson and Hand, Chtrd. hereby agrees to act as Escrow Agent in accordance with the terms and conditions set forth in this Agreement.

By: 
William H. Crispin
Michael E. Beller

Dated: May 22, 1992

Attachment 2 to Joint Request

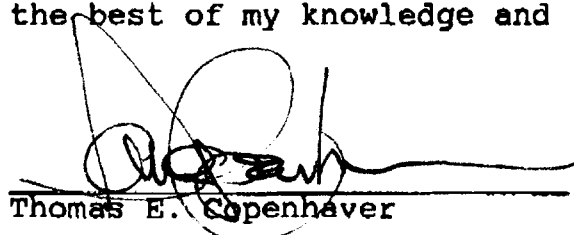
DECLARATION ON BEHALF OF COPE II

DECLARATION

I, Thomas E. Copenhaver, General Partner of Cope II Broadcasting Partners ("Cope II"), hereby declare under penalty of perjury:

1. The application of Cope II for a new FM station in Marion, Virginia was not filed for purposes of reaching a settlement.
2. Other than the consideration set forth in the Settlement Agreement between Cope II and James Killinger Cornick, Cope II has been neither promised nor paid any additional consideration for the dismissal of its application.
3. The approval of the Settlement Agreement will be in the public interest, as it will allow the more rapid initiation of an FM service to the residents of Marion, Virginia. It will also allow termination of the pending litigation, thus eliminating the need to expend additional funds by both the parties and the FCC.
4. As is evident from the attached, Cope II has incurred legal expenses in connection with the preparation and prosecution of its application that alone are well in excess of the \$4,000.00 to be paid to Cope II for dismissal of its application under the Settlement Agreement.
5. The foregoing is true to the best of my knowledge and belief.

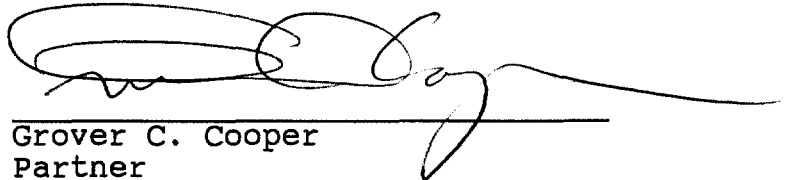
Date: 5/22/92


Thomas E. Copenhaver

DECLARATION

I, Grover C. Cooper, hereby declare under penalty of perjury that the following is true and correct:

1. I am a partner with the law firm of Fisher, Wayland, Cooper and Leader.
2. We represented Cope II Broadcasting Partners ("Cope II") in connection with the preparation and prosecution of its application for a new FM station on Channel 278A at Marion, Virginia.
3. Our services to Cope II included the following: consultation with the client concerning the preparation of the application; work on the application; consultation with engineer regarding Cornick application; research regarding public notice dates; consultation with client regarding hearing procedures; correspondence with client regarding payment of hearing fee; strategy discussions; preparation of Petition to Deny Cornick application; preparation of hearing fee transmittal; preparation of opposition to Cornick Petition for Leave to Amend; consultation with client regarding settlement strategy.
4. As of May 15, 1992, the total cost incurred by Cope II, relating to this matter, for our firm's legal time and associated expenses, has been \$14,926.50.
5. These charges have been made at the normal and customary rates for similar matters.



Grover C. Cooper
Partner
Fisher, Wayland, Cooper & Leader

Date: May 22, 1992

Attachment 3 to Joint Request

DECLARATION OF JAMES K. CORNICK

DECLARATION

I, James K. Cornick, hereby declare under penalty of perjury that the following is true and correct.

1. I am an individual applicant for a construction permit for a new FM station on Channel 278A in Marion, Virginia.

2. No consideration has been or will be paid to Cope II Broadcasting Partners ("Cope II"), which is the competing applicant for Channel 278A, either directly or indirectly, to obtain the dismissal of Cope II's application, except as set forth in the foregoing written settlement agreement between myself and Cope II.

3. My application was not filed for the purpose of reaching or carrying out a settlement agreement.

Executed on May 22, 1992.

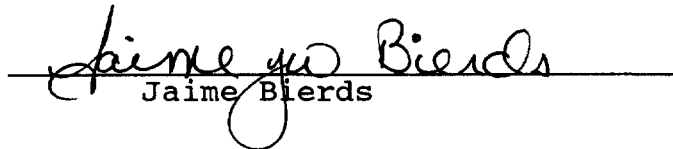

James K. Cornick

CERTIFICATE OF SERVICE

I, Jaime Bierds, a secretary in the law firm of Verner, Liipfert, Bernhard, McPherson and Hand, Chartered, do hereby certify that the foregoing "Joint Request for Approval of Settlement Agreement and Motion for Suspension of Procedural Dates" was mailed via first class postage this 26th day of May, 1992, to the following:

* Honorable Joseph Stirmer
Chief Administrative Law Judge
Federal Communications Commission
2000 L Street, N.W.
Room 224
Washington, D.C. 20554

Charles Dzeidzic, Esq.
Hearing Branch
Mass Media Bureau
Federal Communications Commission
2025 M Street, N.W., Room 7212
Washington, D.C. 20554


Jaime Bierds

* By Hand